

SETTLEMENT AGREEMENT

This Settlement Agreement (the “**Agreement**”) is made and entered into by and between Adam W. Greenway (“**Greenway**”), on the one side, and The Southwestern Baptist Theological Seminary (“**Southwestern**”), on the other side. Greenway and Southwestern are collectively referred to herein as “**the Parties**.” Danny Roberts, David Dockery, O.S. Hawkins, and Colby Adams are parties only with respect to Paragraph Nos. 4 and 13 herein. The effective date of this Agreement is the date Greenway signs this Agreement (the “**Effective Date**”).

RECITALS

1. Greenway previously served as President of Southwestern.
2. A dispute has arisen regarding Greenway’s presidency, including the conclusion of his presidency and statements made thereafter.
3. In order to resolve the Parties’ dispute, as broadly outlined above, the Parties have agreed to enter into this Agreement.

TERMS OF AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Southwestern agrees to pay Greenway a one-time lump sum payment in the amount of \$229,500.00 on or before February 28, 2023. The payment, which may be made through counsel for Southwestern, shall be made to counsel for Greenway, who shall provide Southwestern’s counsel with wiring instructions. Greenway agrees that he is not entitled to receive any further compensation, benefits, or payment except as stated in this Paragraph 1.
2. Southwestern and Greenway agree to issue the joint statement attached hereto as Exhibit No. 1. Southwestern will take responsibility for issuing the joint statement on or before February 28, 2023.
3. Greenway is permitted to reach out to current Southwestern faculty and administration to seek a letter of recommendation. Southwestern’s faculty and administration are under no compulsion, however, to provide (or not provide) a letter of recommendation to Greenway.
4. Greenway agrees not to make any statement about Southwestern, David Dockery, O.S. Hawkins, Danny Roberts, or Colby Adams that is both false and disparaging. David Dockery, O.S. Hawkins, Danny Roberts, and Colby Adams agree not to make any statement about Greenway that is both false and disparaging.

5. Southwestern agrees to have a portrait made of Greenway and to conduct a ceremony of the hanging of the portrait at a date to be determined by Southwestern.

6. Southwestern agrees to re-post the Greenway sermons and interviews in the same manner they were previously published prior to his separation on or before February 28, 2023.

7. Southwestern agrees to provide the following inventory of books to Greenway on before February 28, 2023: *Authority and Sufficiency of Scripture* (both paperback and hardback versions), *The B.H. Carroll Pulpit*, and *The L. R. Scarborough Treasury*. Greenway agrees to be responsible for paying the shipping costs for the items. Southwestern will not transfer any copyright rights to Greenway.

8. Southwestern will return Greenway's recliner, to the extent it can be located, and his personal files on or before February 28, 2023. Greenway agrees to be responsible for either picking up the items or paying shipping costs for the items.

9. The parties agree that the terms of this Agreement are confidential and shall not be shared with anyone unless they have a need to know (e.g., trustees, advisors, and the SBC) except as required by law.

10. Greenway agrees to work with Southwestern and its archivist to return the following Presidential papers, to the extent they have not already been returned:

- Correspondence and subject files maintained by the President
- Files regarding his work with the policy making body for Southwestern (The Board of Trustees, Board of Visitors, and SBC Executive Committee)
- Development/fundraising files
- Files pertaining to faculty governance
- Files related to faculty, students, staff, and trustees
- Correspondence with constituents (individuals, churches, associations, etc. where he responded on Southwestern stationery or was addressed as or implied CEO of Southwestern)
- Litigation files
- News files/prag files/promotional files. These are essentially news releases sent out during Greenway's tenure and kept for reference or to incorporate into speeches/presentations
- Speeches (like convention reports) made while President
- Professional files of other individuals accumulated while Greenway was administrator (including vitae, copies of research publications, etc.)
- Copies of seminary publications completed while Greenway was in office
- Financial records of Southwestern

Greenway may retain as personal papers copies of any documents referred to in the eighth, ninth and eleventh bullet points above.

11. Greenway waives and releases and promises never to assert any and all claims that he has or might have against Southwestern and any related entities, and their respective directors,

trustees, officers, ministry leadership team members, agents, attorneys, employees, successors, assigns, Danny Roberts, David Dockery, O.S. Hawkins, or Colby Adams arising from or related to his employment with Southwestern, the termination of his employment with Southwestern, statements regarding Greenway's tenure as President, and any other acts or omissions through the Effective Date of this Agreement, whether known or unknown. These claims include, but are not limited to: personal injury claims, contract claims, fraud/fraudulent inducement claims, negligence claims, defamation claims, disparagement claims, employment claims, claims arising under federal, state and local statutory or common law, such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, as amended, and the law of contract and tort.

12. Greenway acknowledges that he has been given at least twenty-one (21) days to review this Agreement and that he has knowingly and voluntarily agreed to waive his right to the full twenty-one (21) days. Greenway understands that he may revoke this Agreement within seven (7) days of execution and that such revocation must be in writing and be received by the human resources department by the end of the seven (7) day period. If Greenway does timely revoke this Agreement, no rights or obligations under the Agreement shall arise.

13. Southwestern, Danny Roberts, David Dockery, O.S. Hawkins, and Colby Adams waive and release and promise never to assert any and all claims that any of them has or might have against Greenway and any of his agents, attorneys, successors, or assigns, arising from or related to Greenway's employment with Southwestern, the termination of Greenway's employment with Southwestern, statements regarding Greenway's tenure as President, and any other acts or omissions through the Effective Date of this Agreement, whether known or unknown. These claims include, but are not limited to: contract claims, fraud/fraudulent inducement claims, negligence claims, defamation claims, disparagement claims, and employment claims.

14. This Agreement embodies the sole, entire and complete Agreement and understanding of the Parties with respect to the subject matter contained herein. This Agreement supersedes and replaces all prior negotiations, agreements or proposed agreements, written or oral, with respect to the subject matter contained herein. No statements, promises, or representations have been made by any of the Parties to any other, and no consideration has been offered, promised, expected or held out other than as is expressly provided herein.

15. Except for any statements, promises, warranties, or representations included in this Agreement, the Parties to this Agreement have not relied upon any statements, promises, warranties, or representations made by any person representing or claiming to represent any other party. The Parties have made the determination to sign this Agreement based upon their independent knowledge of the facts, realizing all the time that this Agreement is a settlement of a disputed matter.

16. Any modification to this Agreement must be in writing and signed by all Parties.

17. In the event that any provision of this Agreement shall be held to be void, voidable, or unenforceable, the remaining portions thereof shall remain in full force and effect.

18. This Agreement shall be construed and enforced in accordance with Texas law.

19. This Agreement and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

20. This Agreement has been prepared through the combined efforts of the attorneys of all Parties and in accordance with arm's-length settlement negotiations.

21. Each party signatory to this Agreement has executed it freely and without duress, after having consulted with, or having had the opportunity to consult with, the attorneys of such person's choice.

IN WITNESS WHEREOF, the Parties executed this Agreement on the date set forth below:

SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY

By: 

Dated: February 15, 2023

Its: Chairman of the Board of Trustees

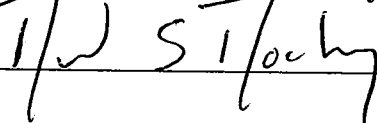
Printed Name: Danny Roberts

ADAM W. GREENWAY

By: _____

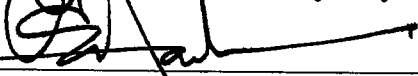
Dated: February ____, 2023

DAVID DOCKERY, individually only as to Paragraph Nos. 4 and 13

By: 

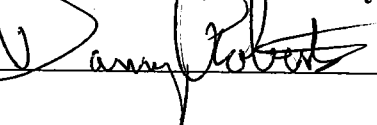
Dated: February 15, 2023

O.S. HAWKINS, individually only as to Paragraph Nos. 4 and 13

By: 

Dated: February 15, 2023

DANNY ROBERTS, individually only as to Paragraph Nos. 4 and 13

By: 

Dated: February 15, 2023

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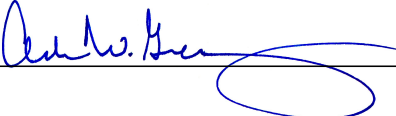
By: _____

Dated: February ____, 2023

Its: Chairman of the Board of Trustees

Printed Name: Danny Roberts

ADAM W. GREENWAY

By:  _____

Dated: February 13, 2023

DAVID DOCKERY, individually only as to Paragraph Nos. 4 and 13

By: _____

Dated: February ____, 2023

O.S. HAWKINS, individually only as to Paragraph Nos. 4 and 13

By: _____

Dated: February ____, 2023

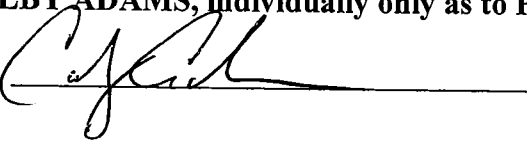
DANNY ROBERTS, individually only as to Paragraph Nos. 4 and 13

By: _____

Dated: February ____, 2023

COLBY ADAMS, individually only as to Paragraph Nos. 4 and 13

By:

A handwritten signature in black ink, appearing to read 'Colby Adams', is written over a horizontal line.

Dated: February 15, 2023

EXHIBIT NO. 1

Southwestern Baptist Theological Seminary and former president Adam W. Greenway have agreed to an amicable resolution of their differences after discussions on Thursday, January 26, 2023.

Danny Roberts, chairman of the Seminary's Board of Trustees and its Executive Committee, and Dr. Greenway have jointly released the following statement:

"We are grateful to have this resolution between Southwestern Seminary and its ninth president, Dr. Adam W. Greenway. Our prayer has always been that things could be resolved amicably, and the conclusion we have now arrived at is one that we believe honors our Lord and His trustworthy Word, which counsels us that we are to 'if possible, as far as it depends on you, live at peace with everyone.' (Romans 12:18, CSB). The trustees and Dr. Greenway are looking forward to putting this matter behind us and moving on to focus our energies and efforts on following God's plans for the next chapters of our respective lives and ministries. We pray that God will richly bless the Greenway family as well as Southwestern Seminary in the years ahead."